

September 24, 2009

“This letter was sent to those on the attached list”

Subject: Crosshole Sonic Log-Testing of Drilled Shafts (2010-2011)

The Montana Department of Transportation is requesting Statement of Qualification proposals from consulting firms to provide Crosshole Sonic Log (CSL) testing of drilled shafts at various bridge sites in Montana.

Project Location

Statewide

Project Schedule

The Consultant will be expected to start each project within 10 days of MDT's notification to begin work. Individual tasks will be assigned on an "as needed" basis by MDT's Construction Engineering Services Bureau. Work plans, including schedules and budgets, will be developed by the consultant for each project. These work plans, schedules, and budgets are subject to approval by MDT. More than one project may be assigned at any one time.

Proposal Submittal

The consultant must submit four (4) copies of the proposal for this project by 5:00 pm, Local Time, on **October 21, 2009**, to:

Tim J. Conway, P.E.
Consultant Design Engineer
Montana Department of Transportation
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

Scope of Work

In general, the work included in this project is to provide on-call CSL testing of drilled shaft piers. For each work assignment, the consultant will secure the Department's approval of the scope and corresponding cost prior to starting any work. The consultant will produce written reports providing clear analysis for any anomalies and recommendations for corrective measures as the results will be used as a method of acceptance or rejection of the construction.

Proposal Contents

The proposal must contain the information listed in this section. *Please organize your proposal in the same order and numbering format as shown below, which will assist MDT in reviewing your proposal.*

1) Quality of Firm and Personnel

A) Related experience on similar projects.

Provide a discussion of your firm's previous related project experience as it relates to the scope of services detailed in this RFP.

Five Pages - Maximum

B) Qualifications, experience and training of personnel to be assigned to projects.

Discuss the qualifications, experience, and training of the professional staff that will be utilized for this contract. Include an organization chart that indicates the project staff, their area of expertise, registration, and office location.

Three Pages - Maximum

Include brief resumes that describe the education, training, experience, and qualifications of the personnel listed above (*Place in Appendix A*).

2) Capacity and Capability of Firm

A) Ability to meet technical requirements and applications.

Briefly describe the services your firm will provide MDT during this contract, including professional expertise and technical capabilities that your firm possesses. Discuss any subcontractors and support services that you anticipate utilizing and describe their expertise as it relates to this contract.

Three Pages - Maximum

B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.

Provide a brief discussion on the computer systems and software that your firm utilizes (i.e. Word, Excel, Microstation, ArcView, etc.). Describe any additional support equipment you intend to use for this term contract.

One Page – Maximum

C) Capability of firm to meet project time requirements.

Briefly describe your ability to meet project schedules based on available staff and projected workload during the next two years.

One Page - Maximum

D) Capability to respond to project and MDT requirements.

Describe your firm's approach in preparing work plans/cost estimates, reports and implementing work and managing projects. Briefly discuss your firm's ability to respond to fast-tracked or emergency projects. Describe your firm's ability to work on projects in various parts of the state (i.e. staffing availability, office locations, etc.)

One Page - Maximum

List as references all of the firm's clients from the past three (3) years for projects involving similar work. Include client name, contact person, and phone number. Give range of contract value. (Do not include Federal Standard Forms (SF) 330) (***Place in Appendix B***)

Provide proof that the firm's Indirect Cost Rate (overhead rate) has been audited in accordance with Federal Acquisition Regulations (48 CFR 31) by a cognizant government agency or independent CPA firm. The Indirect Cost Rate and audit must be based on the firm's latest completed fiscal year's costs. A six-month grace period for obtaining an audit is generally allowed following the close of a firm's fiscal year. For example, if the firm's fiscal year follows the calendar year, an audit based on fiscal year 2008 (which ended December 31, 2008) would be required now. If the firm's fiscal year ended on June 30, 2009, an audit based on that fiscal year would be required by December 31, 2009.

Acceptable proof of an audit includes portions of an audit report itself or a letter from the audit agency acknowledging the audit and time period for which it applies. If an audit is in progress but has not been completed, a letter stating such from the audit agency will suffice. If an audit report or portions thereof are submitted, make sure the actual financial information is blocked out or unreadable. MDT does not want to know what the rate is at this time. The intent is to establish proof of an audit, not to see what the Indirect Cost Rate is. Consultant selections by MDT for engineering, surveying, architectural, and other design related disciplines are based on qualifications, not cost.

Proof of an audit must be included for any subconsultants that are also a part of the team and are expected to provide services in excess of \$100,000. Proof of an audit is not required for non-professional type services using unit prices or fee schedules such as laboratory testing and drilling subcontracts, or professional services commonly provided on a per unit basis such as right-of-way appraisal and acquisition services. Usually, those services are a minor part of anticipated work. However, if your firm provides professional services such as engineering, surveying, architectural, or other design related services, proof of an Indirect Cost Rate audit is required even if unit prices and fee

schedules are used. If the firm or any subconsultant uses such pricing of its services, please note that in the proposal. (*Place in Appendix C*).

Do not show any actual numerical financial information such as the overhead rate or personnel rates. Specific cost information of the firm or team should not be part of the proposal.

Failure to provide the requested information may disqualify the firm for this project.

Evaluation of Proposals

All proposals will be evaluated in accordance with the following weighted factors:

- 1) Quality of Firm and Personnel: **35 pts.**
 - A) Related experience on similar projects.
 - B) Qualifications, experience and training of personnel to be assigned to projects.
- 2) Capacity and Capability of Firm: **35 pts.**
 - A) Ability to meet technical requirements and applications.
 - B) Compatibility of systems, equipment, i.e., CADD and word processing, etc.
 - C) Capability of firm to meet project time requirements.
 - D) Capability to respond to project and MDT requirements.
- 3) Record of Past Performance and Reference checks: **30 pts.**
 - A) Previous record with MDT, quality of work, on-schedule performance and cooperation with the Consultant Design Engineer and other MDT personnel.
 - B) No previous record with MDT will require reference checks.

Submission of Man-hour Estimate

Selected firm(s) will be asked to submit an estimate and breakdown by activity of man-hours necessary to complete each assigned task. The estimate will also provide direct non-labor costs and profits.

DBE Goals

There are no DBE/WBE goals for this work, but firms are strongly encouraged to utilize DBE firms if applicable. A Montana certified DBE consultant list is available and can be found on the MDT web page, <http://www.mdt.mt.gov/business/contracting/civil/dbe.shtml>.

Nondiscrimination Compliance:

Consultants will be subject to Federal and Montana nondiscrimination laws and regulations (see attached notice).

If you have any questions, please contact me at 406-444-7292 (406-444-7696 TDD).

Tim J. Conway, P.E.
Consultant Design Engineer

TJC:kbm:RFP 2010_CSL_TESTING.DOC

Attachment

copies: Loran Frazier, P.E., Highways and Engineering Division Administrator
Jim Walther, P.E., MDT Preconstruction Engineer
Paul G. Jagoda, P.E., Construction Engineering Services Engineer
Tim J. Conway, P.E., Consultant Design Engineer
Roy A. Peterson, P.E., Consultant Plans Engineer
Wendy Stewart, DBE Program Manager, Civil Rights Bureau
Sheila D. Cozzie, Chief, Civil Rights Bureau
Jay Skoog, Executive Director, ACEC
Consultant Design File (2010-2011 CSL Term Contract)

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the Consultant (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with

respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.